

CONTRACT PERIOD THROUGH JANUARY 31, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **EQUIPMENT, MAINTENANCE, RECONDITIONING, AND REPAIR SERVICES: MATERIAL HANDLING EQUIPMENT MAINTENANCE AND REPAIR**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **January 8, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/cl
Attach

Copy to: Clerk of the Board
Gidget Beltran, Equipment Services
Stephen Krausnick, Mcso Purchasing
Sharon Tohtsoni, Materials Management

(Please remove Serial 99022-X from your contract notebooks)

SPECIFICATIONS ON INVITATION FOR BID FOR: EQUIPMENT MAINTENANCE, RECONDITIONING AND REPAIR SERVICES – (FORKLIFT/PALLET JACK PARTS, SUPPLIES, ACCESSORIES AND SERVICE)

Quantity of material and delivery points: **Forklift/Pallet Jack, Parts, Supplies, Accessories and Service**, in units of one or more each, as required. Deliveries are to be made to Equipment Services Department, 3325 West Durango St., Phoenix, Arizona, 85009 as covered by purchase order only.

1.0 INTENT:

The intent of the Call for Bids is to establish a two- (2) year pricing agreement with sources to provide the procurement of all parts required by Equipment Services Department for the repair and preventative maintenance of Fork Lifts and Pallet Jacks and other related equipment as necessary. Services may be required on major overhauls (defined as: engine, electric motor, differential, etc.). All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Major overhauls, as defined above shall not proceed without the approval of the using agency.

This Call for Bids is divided by manufacturer groupings. A space is provided in the pricing section to indicate the type of equipment serviceable and parts stocked at bidder's facility. Bidder(s) shall indicate all blanket discounts and services available. It is not intended for one (1) Contractor to provide total service. The contract shall be awarded in part, sections, groups where such action serves the County's best interest.

The County may be required to rent various types of forklifts and pallet jacks when one is down due to major repairs. Bidder(s) shall provide daily, weekly, and monthly rates for each rented piece of equipment as listed in the pricing section. **Rental rates shall include pickup and delivery charges.**

Maricopa County Equipment Services records indicate expenditures approximately \$50,000.00 during the last 12 months. Parts and Service required for the next two years will depend upon the number of pieces of equipment in use, and other factors.

2.0 TECHNICAL SPECIFICATIONS:

2.1 SPECIFICATIONS, GENERAL:

2.1.1 BLANKET PRICING:

As the material to be purchased against this pricing agreement covers, a wide variety of replacement parts/supplies and accessories. The bidder(s) shall submit catalog(s) and price sheets that provide the greatest coverage of related products. The bidders are instructed to list all stock merchandise, product lines and service available to Maricopa County Equipment Services. Bidder(s) shall be distributors or wholesalers of the manufacturer(s) product lines, which are offered in the pricing section and stock common replacement parts. If a section does not apply the bidder shall indicate by stating "non-applicable". **DISCOUNT PRICING IS STRONGLY ENCOURAGED TO ALLOW THE COUNTY GREATEST VENDOR UTILIZATION.**

2.1.2 SERVICE AND REPAIR:

Contractor(s) shall quote hourly labor rate for repairs done on-site at County locations and in the Contractor(s) facilities labor operations. Bidder(s) shall include all charges and fees in the bid price (i.e., service calls, field service, mileage, travel, etc.) Equipment Services shall recognize the labor rates to begin at the time of servicing equipment or traveling to site upon completion of work. Contractor(s) shall indicate labor rates for out

of scope service not listed in this solicitation and emergency service. No overtime charges are allowed. Rework will be done at no charge to Maricopa County using agency.

2.1.3 CONTRACTOR RESPONSIBILITY:

The Contractor(s) will be responsible for any damages whatsoever to County property and to County equipment as applicable when such equipment is the responsibility or in the custody of the Contractor(s), his employees or subcontractors.

2.2 DELIVERY/RESPONSE TIME:

It shall be the Contractor's responsibility to meet the County's delivery requirements of F.O.B. Destination on normal shipments. Exceptions to freight; if the part(s) is a normal stock item, it is the responsibility of the Contractor to pay for freight (overnight, airfreight, UPS direct, etc.). Exceptions on priority deliveries for special order or non-stock part(s) are acceptable with the approval from Equipment Services Parts Department authorized employee(s). Deliveries shall be made within two (2) hours from notification of order. Exceptions are made when site is more than two (2) hours in distance (travel time) from Contractor(s) facility. Contractor(s) shall notify Equipment Services of all delays for parts and/or services. Response time shall be within four (4) hours from notification and activity performing within 24 hours. Equipment Services Parts Room, 3325 W. Durango St, will accept deliveries from 6:00 a.m. to 4:30 p.m.

Maricopa County Equipment Services maintains satellite stations at the following locations. These sites shall be included in the IFB agreement. All locations below shall be notified directly of all delays on parts/service.

	SITE ADDRESSES	BUSINESS HOURS
2.2.1	Mesa Svc Ctr 155E. Coury, Mesa (602-506-4794	6:00 a.m. to 4:30 p.m.
2.2.2	Dysart Svc Ctr 16821 N. Dysart Rd., Surprise (623-583-1836	5:00 a.m. to 4:30 p.m.
2.2.3	Downtown Svc Ctr 120 S. 4 th Ave, Phoenix 602-29097:00	a.m. to 5:00 p.m.
2.2.4	Buckeye Svc Ctr, 26449 W. Hwy 85, Buckeye (623-386-7461	6:00 a.m. to 2:30 p.m.

2.2.5 COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

2.2.6 PRODUCT DEFINITION:

Certain products covered in this call for bids are acceptable to Equipment Services, if "rebuilt" or "remanufactured", at the option of the County. Any item(s) bid shall be assumed to be "new" unless so identified otherwise by the bidder. All items bid, without regard to "classification", shall meet or exceed the ORIGINAL EQUIPMENT MANUFACTURER (OEM) requirements.

2.2.7 OUT OF STOCK:

If the Contractor is temporally out of stock and cannot readily obtain the item(s) from another source, the County reserves the right to purchase item(s) on the open market without recourse.

2.2.8 INDEMNIFICATION:

The successful bidder shall indemnify and save harmless the County, its officers and employees from any and all claims, suits, losses, damages or expenses on account of injuries to or death of any or all persons or property damages sustained and caused by an act, omission, neglect or misconduct of said bidder.

2.2.9 WARRANTY:

The minimum warranty shall be 90 days parts/supplies and accessories, or manufacturer's warranty, whichever is greater. Warranty replacement will be done at no additional charge to Maricopa County Facilities & Equipment Management. Defective part shall be replaced within 24 hours of notifications. The effective date on all warranties shall begin at the time of installation.

2.2.10 RETURN POLICY:

The County may desire to return certain item(s), which were purchased from and are regularly stocked by the vendor (not obsolete). Parts will not be accepted in damaged or broken seal packages. The Contractor(s) shall state their return policy, time limitations or restocking charge (if any) for such returns. Credit memos shall be issued for such returns, in accordance with the vendors return policy.

2.2.11 QUALITY:

The successful bidder must guarantee his product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the merchandise at the expense of the bidder for prompt replacement with merchandise meeting the standards listed herein. Should the bidder not meet this condition, the County shall obtain its requirements on the open market and the contractor shall be obligated to assume excess costs, if applicable.

The materials and supplies called for herein shall be Original Equipment Manufacturer (OEM) grade and types, prepared according to the best available standards or accepted formulas (OEM), and thoroughly tested and subjected to rigid examination and standardization. Items not meeting these requirements shall be replaced at no cost to the County upon due notice of deficiency.

2.2.12 ADDITIONAL ITEMS:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products bid. This should, however, in no way be construed to restrict bidding on products, which meet or exceed this minimum.

2.2.13 INVOICING REQUIREMENTS:

All item(s) purchased by the County, whether picked up or delivered, shall be accompanied by a proper invoice billed to:

Equipment Services
Parts Department
3325 West Durango St.
Phoenix, Arizona, 85009

Problems regarding billing or invoicing shall be directed to Equipment Services Accounts Payable, at 506-4668 or 506-4674. If problems occur with other County agencies the successful bidder shall contact that the using agency that it pertains. All invoices shall indicate the following:

1. Contract Serial Number
2. County purchase order number
3. Quantity
4. Part Number
5. Description
6. Pricing per unit
7. Hourly rate w/total hours (if applicable)
8. Total
9. *Freight, (if applicable)
10. Sales tax on parts only
11. Provide two (2) legible copies of the invoice.
12. The invoice shall be dated and signed (full name) by the County employee receiving the part(s).

***Freight:** If freight is applied on an invoice(s) the following are required on the invoice(s); identify the expedited delivery (overnight, airfreight, UPS direct, etc.) on the invoice(s), full name of the using agency employee authorizing this method of delivery

Invoices not disclosing the above information shall be returned to the contractor for the necessary corrections. **SUBMIT A SAMPLE OF YOUR INVOICE PROVIDING GENERIC INFORMATON.** This is for our accounts payable department.

2.3 SET UP COUNTY ACCOUNTS:

It shall be the responsibility of all Contractors to inform their parts department, service area, accounts receivable and other areas involved in compliance with this agreement of Maricopa County's pricing structure. The pricing and labor rates shall be programmed in your financial systems as offered. If the required information can not be programmed on the invoice you have the option to hand write the information or submit a separate sheet with the requirements. It will delay payment if the required information is not provided.

2.4 TRAINING:

The successful bidder shall completely train County personnel on site as instructed by Equipment Services in the use and care of the equipment and/or materials which may be purchased from this pricing agreement, at no cost to the County.

2.4.1 MANUFACTURERS AND MODELS:

This list of Maricopa County's equipment is intended to provide prospective bidders with a general scope of the manufacturer's of rolling stock for which this contract is intended, but not limited to:

1. BIG JOE EQUIPMENT
2. CATERPILLAR EQUIPMENT
3. CLARK EQUIPMENT
4. CROWN EQUIPMENT
5. HYSTER EQUIPMENT
6. MULTITON EQUIPMENT
7. TOYOTA EQUIPMENT

2.4.2 STOCK LIFT:

The Contractor(s) are to lift current stock and replace with primary stocked brand (brand bid), at the County's option. "Re-boxing" may be allowed, at the County's option. An inventory review at the County's option shall be made in six (6) month intervals.

2.4.3 MANUFACTURER PRICE LIST/CATALOGS:

The Contractor shall submit two (2) copies of manufacturers price list(s) with their proposal and enter percent of discount offered from this list on items other than those specifically listed on this contract. **THIS IS A MANDATORY REQUIREMENT; FAILURE TO PROVIDE THIS INFORMATION MAY BE CAUSE FOR REJECTION OF BIDDER'S PROPOSAL. REQUEST FOR PRICE INCREASES, MUST BE SUBMITTED IN ACCORDANCE WITH ITEM #12 INSTRUCTIONS TO BIDDERS.**

2.4.4 AWARD CRITERIA:

The County reserves the right to award in whole or in part, by item, groups of items, or by section where such action serves the County's best interest. Multiple awards may be made.

2.4.5 EVALUATION CRITERIA:

The evaluation of this call for bids will be based on but not limited to the following:

1. Quality of products offered
2. Pricing
3. Delivery
4. Warranty
5. Price protection for contract period
6. Minimum order requirements
7. Labor rates
8. Rental rates

2.4.6 VENDOR LOCATIONS/PARTICIPATION:

Bidders shall indicate all locations willing to honor this contract. Contractors responding to this Call for Bids shall have "working facilities within the Phoenix Metropolitan area. Please indicate the addresses, phone numbers and contacts for these additional locations when submitting this Call for Bids.

2.4.7 ADDITION CHARGES/FEES:

Maricopa County SHALL NOT BE responsible for miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, hauling, etc.) other than those listed in the pricing section of this agreement. All costs shall be included in the bid price.

2.4.8 SITE VISITS:

The County reserves the right to visit the Contractor(s) facilities to assist in award determination and during the contract period.

2.5 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

2.6 FACILITIES:

During the course of this Agreement, the County shall provide the Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its obligation enumerated herein.

2.7 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.

2.8 DELIVERY:

Delivery is required F.O.B. Destination, freight pre-paid, to any delivery location within Maricopa County as specified by the County. Contractor shall indicate on Pricing Documentation (Attachment A) any additional freight or handling charges that would be associated with special shipping and/or handling delivery.

2.9 STOCK:

The Contractor shall be expected to stock locally sufficient quantities as may be necessary to meet the County's needs.

2.10 INSTALLATION:

The Contractor's price shall include delivery and setup in complete operating condition.

2.11 ACCEPTANCE:

Once the Materials have been delivered, the Using Agency shall have a reasonable opportunity to inspect them. The Using Agency shall have fourteen_(14) days to perform its acceptance testing and inspection of the Materials, after which time the Materials shall be deemed accepted unless the Using Agency rejects the Materials.

2.12 BRAND NAME:

Bids on brands other than those listed are subject to approval based on evaluation. Maricopa County reserves the right to request samples to determine quality and acceptability of products

bid. In come cases brands have been listed to define quality of products desired and is not intended t be restrictive or limit competition. Products substantially equivalent to those designated shall qualify for consideration.

2.13 WAREHOUSE/DISTRIBUTION CENTER:

The Contractor shall have access to a local warehouse/distribution center with the Phoenix metropolitan area capable of providing the goods listed herein at the time of bid submission. Maricopa County reserves the right to inspect such warehouse/distribution center(s) to ensure compliance with terms and conditions of the Invitation for Bids.

2.14 MATERIALS MAINTENANCE:

The Contractor shall provide for maintenance of Materials supplied under this Contract upon installation of equipment

2.15 FACTORY AUTHORIZED SERVICE AVAILABILITY

The Contractor shall have and maintain a local factory authorized service station within the Phoenix metropolitan area. The station shall be capable of supplying and installing component parts, and troubleshooting, repairing and maintaining the Materials. Minimum service hours shall be from 8:00 A.M. to 5:00 P.M., Monday through Friday.

2.16 ADDITIONAL PRICING:

Contractors are strongly encouraged to offer additional pricing for related items/products/components, which are not specifically addressed as line items in the Invitation For Bids. Pricing offered should be noted on the pricing pages of the Contractor response in the format requested. Three sets of catalogs/pricing documents shall accompany any additional pricing offered.

2.17 CONTRACTOR REVIEW OF DOCUMENTS:

Contractor shall review its bid submission to assure the following requirements are met.

- 2.17.1 One (1) original and two (2) copies of all submissions is MANDATORY
- 2.17.2 Pricing pages, MANDATORY
- 2.17.3 Literature, Technical and Descriptive, MANDATORY
- 2.17.4 Vendor Information, MANDATORY
- 2.17.5 Agreement page, MANDATORY
- 2.17.6 References, MANDATORY

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three_(3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 EXPEDITED DELIVERY:

If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency via fax or other reasonable means.

The Using Agency shall not advise the Contractor to proceed with shipment until acceptable terms are negotiated and a purchase order is issued. Upon determining that the additional costs are reasonable and proper, the Using Agency shall advise the Contractor to proceed.

Upon receipt of material and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed those costs stated in the Contract. The Using Agency shall retain all documents related to these costs within the agency purchase order file, for audit purposes.

3.4 SHIPPING:

Bid prices shall be made F.O.B. destination to the Using Agencies within Maricopa County.

The Contractor shall retain title and control of all goods until they are delivered and the contract coverage has been completed. All claims for visible or concealed damage shall be filed by the Contractor. The County will notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

3.5 SHIPPING DOCUMENTS

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- (1) Name and address of the Contractor;
- (2) Name and address of the County Agency;
- (3) County purchase order number;
- (4) A description of material shipped, including item number, quantity, number of containers and package number, if applicable.

3.6 TESTING:

Unless otherwise specified, Materials purchased will be inspected by the Using Agency to ensure the Materials meet the quality and quantity requirements of the Specifications. When deemed necessary by the County, samples of the Materials may be taken at random from stock received for submission to a commercial laboratory or other appropriate agency for analysis and tests as to whether the Materials conform in all respects to the Specifications. In cases where commercial laboratory reports indicate that the Materials do not meet the Specifications, the expense of such analysis is to be borne by the Contractor.

3.7 PRODUCT DISCONTINUANCE:

In the event that a manufacturer discontinues a product and/or model, the County may allow the successful Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new product or model, it shall provide the following to the County:

- 3.7.1 Documentation from the manufacturer that the product of model has been discontinued.
- 3.7.2 Documentation that names the replacement product or model.
- 3.7.3 Documentation that provides clear and convincing evidence that the replacement meets or exceeds all Specifications required by the original Invitation for Bids.
- 3.7.4 Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
- 3.7.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

Product discontinuance applies only to those items specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

3.8 ORDERING AUTHORITY

Contractors should understand that any request for purchase of materials or services shall be accompanied by a valid purchase order, issued by Materials Management, or by a CAPA (Certified Agency Procurement Aid). **CAPA purchases are limited to values of less than \$2,500.00. No other request is valid.**

3.9 INDEMNIFICATION AND INSURANCE:

3.9.1 INDEMNIFICATION.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.9.2 INSURANCE REQUIREMENTS.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 3.9.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 3.9.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 3.9.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.9.3 CERTIFICATES OF INSURANCE.

3.9.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.9.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.9.4 OCCURRENCE BASIS.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.9.5 CANCELLATION AND EXPIRATION NOTICE.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.10 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.11 INTERNET ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.12 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WALT PRICE, PROCUREMENT CONSULTANT, 602-506-3454
(wprice@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

Gidget Beltran, Equipment Services, 602-506-4674
Stephen Krausnick, Sheriff's Purchasing, 602-256-1300, x 3409

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the materials contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION:

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and must be within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions

which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable materials were provided, the Contractor shall reimburse Maricopa County for the materials not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

NAUMANN/HOBBS MATERIAL HANDLING INC, 4336 S 43RD PLACE, PHOENIX, AZ 85040**PRICING SHEET C393001/ B0700025****NIGP COMMODITY CODE 92958**WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NOWILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☒ YES ☐ NOIF YES, MAY THE COUNTY TAKE ADVANTAGE OF DISCOUNTS OFFERED BY YOUR FIRM IN THIS BID/RFP WHEN PAYING WITH A PROCUREMENT CARD? ☐ YES ☐ NOINTERNET ORDERING CAPABILITY: ☒ YES ☐ NO ☐ % DISCOUNTOTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☐ YES ☐ NO**BLANKET PRICING:**

Contractor(s) shall submit two- (2) manufacturer price list(s) with their call for bids and enter the percentage of discount offered.

Contractor(s) shall submit two- (2) manufacturer price list(s) with their call for bids and enter the percentage of discount offered.

MANUFACTURER PRICE		PRICE COLUMN ADDITIONAL		
CATALOG DESIGNATION	NEW	DATE	TO BE USED	DISCOUNT
BIG JOE EQUIPMENT	_____	<u>N/A</u>	_____	_____
CATERPILLAR EQUIPMENT	_____	<u>11/02</u>	<u>List</u>	<u>10%</u>
CLARK EQUIPMENT	_____	<u>10/02</u>	<u>List</u>	<u>10%</u>
CROWN EQUIPMENT	_____	<u>10/02</u>	<u>List</u>	<u>10%</u>
MULTITON EQUIPMENT	_____	<u>N/A</u>	_____	_____
HYSTER EQUIPMENT	_____	<u>N/A</u>	_____	_____
TOYOTA EQUIPMENT	_____	<u>N/A</u>	_____	_____

RENTAL RATES:

The County may be required to rent various types of forklifts and Pallet Jacks when one is down due to major repairs. Contractor(s) shall provide daily, weekly, and monthly rates

for each rented equipment as listed in the pricing section. Rental rates shall include pickup and delivery charges. If the Contractor(s) is unable to provide the original equipment as listed,

list your current manufacturer line as an alternate. All (appropriate/like) alternates will be accepted upon the approval from the using agencies.

NAUMANN/HOBBS MATERIAL HANDLING INC, 4336 S 43RD PLACE, PHOENIX, AZ 85040**ALL RATES SHALL INCLUDE DELIVERY/PICKUP CHARGES**

YEAR	MODEL	MAKE	GROSS VEHICLE WEIGHT	ALTERNATE OFFERED	DAILY	WEEKLY	MONTHLY
1992	OP15	CLARK	7550	Crown sp3020	\$ 78.00	\$ 312.00	\$ 936.00
1986	WPTR452748	MULTITON	4500		\$ 17.00	\$ 67.00	\$ 200.00
1990	MC40D	CAT	4000		\$ 86.45	\$ 343.00	\$ 1040.00
1993	NPP40	CAT	4000		\$ 78.00	\$ 312.00	\$ 936.00
1989	MC40D	CAT	4000		\$ 86.45	\$ 346.45	\$ 1040.00
1993	RR3010-35	CROWN	3500		\$ 78.00	\$ 312.00	\$ 936.00
1991	PTW40	BIG JOE	3500		-	-	-

Labor Rate (vendor facility): \$ 56.00 /hr.Labor Rate (County facility): \$ 56.00 /hr.Labor Rate for Emergency Service: \$+15.00 /hr.Indicate hours of delivery: 8:00 to 4:00 p.m.Number of deliveries per day: 2

List the type of equipment your establishment is certified to service and repair:

Catterpillar, Crown, Mitsubishi, Komatsu, Taylor Dunn, Kalmar, Cushman, Gem car, Exide Batteries

Additional services offered:

Fleet Repair , all storage products and systems

Warranty: (explain, 90 days min.):

Return Parts Policy: (explain all terms, conditions, fees, if any):

Within 30 days; restocking fees apply on non-stock itemsMinimum order for delivery (if any): 0Labor Rate (vendor facility): \$ 56.00 /hr.Labor Rate (County facility): \$ 56.00 /hr.Labor Rate for Emergency Service: \$+15.00/hr.

NAUMANN/HOBBS MATERIAL HANDLING INC, 4336 S 43RD PLACE, PHOENIX, AZ 85040Terms: % Days or Net 10 DaysNumber of deliveries per day: 2

ADDITIONAL LOCATIONS:

ADDRESS

TELEPHONE NUMBER

2905 N FLOWING WELLS RD
TUCSON, AZ 85705520/623-5865823 FRONTAGE ROAD
RIO RICO, AZ 85648-6235520/281-94454217 E GILA RIDGE ROAD
YUMA, AZ 85365-7556928/344-8792

Terms: NET 10

Federal Tax ID Number: 86-0131975

Vendor Number: 860131975 B

Telephone Number: 602/437-1331

Fax Number: 602/437-1396

Contact Person: Mike McGillicuddy

Company Web Site: WWW.NAUMANHOBBS.COM

Insurance Certificate Yes

Contract Period: To cover the period ending January 31, 2005